

SERIAL 06039 S

**CARD ACCESS SYSTEM DEVICES; REPAIR, MAINTENANCE,
UPGRADES, AND INSTALLATION [NIGP 99022]**

DATE OF LAST REVISION: August 16, 2006

CONTRACT END DATE: August 31, 2009

CONTRACT PERIOD THROUGH AUGUST 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CARD ACCESS SYSTEM DEVICES; REPAIR, MAINTENANCE,
UPGRADES, AND INSTALLATION [NIGP 99022]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 16, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Evan Johns, Facilities Management
Kathy Sicard, Materials Management

INVITATION FOR BIDS FOR: **CARD ACCESS SYSTEM DEVICES; REPAIR, MAINTENANCE, UPGRADES, AND INSTALLATION [NIGP 99022]**

1.0 **INTENT:**

The intent of this Invitation For Bids is to obtain the services of a qualified contractor to provide card access device repair, maintenance, upgrades, and installation of the hardware side of Hirsch Momentum 35 Client Enterprise Software/Server.

Current System Description:

The Hirsch Electronics Momentum for 4.6 Security Information Management System is currently installed for Maricopa County departments and is a modular and network capable access control system. The access control system has the ability of handling large proprietary corporations with multiple remote sites, alarm monitoring, intercom control, video imaging and badging, and CCTV switcher control that allows for easy expansion or modification of inputs, outputs, and remote control stations. The system control at the central computer location is under a single software program control, has full integration of all components, and can be alterable at any time, depending upon the facility requirements. Reconfiguration can be accomplished on-line through system programming without hardware changes.

Additionally, a Hirsch Photo Identification Badging System is currently utilized for various County agencies.

This contract is also for the upgrades of all security control devices, ancillary components, and software.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 SERVICE HOURS TO THE COUNTY:

BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning.

WEEKEND AND HOLIDAY shall be work performed during Saturday, Sunday or during any County holiday.

2.2 RESPONSE TIMES:

Response time to all *BUSINESS HOURS* repair service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *BUSINESS HOURS*, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

AFTER HOURS and *WEEKENDS/HOLIDAY* repair request shall have a two (2) hour response time.

2.3 SYSTEM LAYOUT -- EXHIBIT 2:

Exhibit 2 contains all the necessary information for the various sites and the Momentum system layout.

2.4 CARD ACCESS EQUIPMENT TO BE REPAIRED:

To be included in the repair of system hardware are, but not limited to; door switches, motion detectors, card readers, CCTV surveillance system, biometrics (Veriprint 2100), intercom system,

Hirsch Electronics photo identification badging system, readers on applicable elevator systems, and wiring (i.e., detection/signal circuit, door hardware devices).

2.5 EXCHANGE OF SPECIFIED COMMUNICATIONS DEVICES:

The Facilities Management Department (FMD) maintains an inventory of NEW communications devices such as *X-boxes* and *Lantronics*. During the Contractor's on-site repair assignment, if a device is found to be inoperable, the Contractor shall obtain a new device from FMD's inventory and replace the defective unit. Labor for such to be billed as bid in Attachment A, PRICING. The new device utilized shall be replenished into FMD's inventory with a new device obtained by the Contractor at no additional cost to the County. Replenishing FMD's inventory must occur within two (2) weeks after the change out.

2.6 PROJECT WORK AND TIME AND MATERIALS:

2.6.1 Project Work:

- (A) Project work shall mean work performed as system upgrades or new installs to facilities that exceed an estimated cost of \$5,000.00. The Contractor assigned to this contract shall meet with the County department and discuss work requirements. The Contractor shall then develop a detailed written scope of work as a project and present such to the requesting department and the FMD security system administrator.
- (B) The submitted project quote to be all-inclusive. One price to perform the entire project. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur a higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the FMD security system administrator. prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- (C) Once submitted, project quotes may not be corrected or withdrawn.
- (D) Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING, or another scope of work.
- (E) Any applicable taxes imposed shall be included in the project quote. Taxes are NOT to be a separate line item.
- (F) Project Ceiling Limits:
Projects that exceed \$150,000.00 shall require pre-approval from the Department of Materials Management. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.6.2 Time and Materials:

- (A) The ceiling for time and materials work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department and pre-approved by the Materials Management Department procurement officer.
- (B) For time and materials work, sales taxes shall be imposed on the materials only, as the bid labor rate has taxes already calculated into them.

2.7 CLEANUP AFTER A JOB:

The Contractor shall ensure all trash generated by work performed (either repairs or upgrades) shall be removed from the site. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the

County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

2.8 REPAIR WARRANTY:

Repairs shall be warranted for ninety (90) days from date of repairs for the initial repair only. The warranty shall cover all labor and parts (for the same parts replaced in the initial service call).

2.9 SYSTEM SOFTWARE UPGRADE:

The Momentum software system may require upgrading to software that is newer and offers advanced capabilities and accomplishes operational goals more easily. Should the County exercise this option, the Contractor shall be notified and shall respond with a written scope of work and fixed price quote for such upgrade. Any upgrade offered **MUST** be Momentum compatible.

2.10 QUALITY AND ACCEPTABILITY OF WORK:

The Information Technologies section of FMD and the security system administrator or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work, performed under this contract. Contractual issues will be addressed to the FMD System Administrator, in writing. All correspondence must reference the contract serial number and name.

2.11 CONTRACTOR QUALIFICATIONS:

- 2.11.1 Contractor's technical staff shall have Hirsch Momentum factory certification. Proof of such shall accompany bid package.
- 2.11.2 The Contractor shall have a valid State of Arizona Registrar of Contractors license #L-67 for Low Voltage Communications Systems. Proof of such must accompany bid package.

2.12 CONTRACTOR REQUIREMENTS:

- 2.12.1 The Contractor's storefront business and warehouse shall have a physical location presence within the County of Maricopa, Arizona.
- 2.12.2 The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.
- 2.12.3 Service Fleet:
The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine security system service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts the requirements stated herein. These requirements shall be verified by FMD via an informal inspection after bid submittals and prior to award.
- 2.12.4 Employees of the Contractor:
No one except authorized employees of the Contractor (or subcontractor) is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.12.5 Removal of Contractor Employees:
The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.
- 2.12.6 Required Background Check:
A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.13 INVOICING:

All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor.

Invoicing for T&M work must include:

- Purchase order number (If used);
- Terms as bid;
- Contract serial number;
- Job site name and address w/ FMD site number;
- Description of work performed;
- Itemized parts description and quantities;
- Individual price of parts;
- Total labor hours;
- Individual labor charges as bid; then extended labor charges;
- Applicable sales tax on parts only;
- Grand total of invoice.

Invoicing for project work must contain:

- Contract serial number;
- Purchase order number (If used);
- Terms as bid;
- Description of work performed;
- Location of job site and FMD site number;
- Project cost as quoted including all sales taxes;
- Separate line-item for any change orders;
- Grand total.

Attached to the invoice must be the all change orders (If applicable).

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.14 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.15 Acceptance: For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.16 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.17 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.1 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order

for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of services available under this Contract.

- 3.8.4 Any attempt to provide any service not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, FMD, 602-506-8198
(s.varscsak@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.12 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.12.1 Two copies of the following:
- 3.12.1.1 Attachment A - Pricing
 - 3.12.1.2 Attachments B - Agreement Page (with original signatures)
 - 3.12.1.3 Attachment C - References
 - 3.12.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
 - 3.12.1.5 Permits, Licenses (Refer to Section 2.11)

3.12.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.13 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.14 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.14.1 Compliance with specifications
- 3.14.2 Price
- 3.14.3 Determination of responsibility
- 3.14.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.15 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

BENSON SECURITY SYSTEMS, INC., 310 N. PASADENA ST. GILBERT, AZ 85233

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT A PROCUREMENT CARD? ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: S076707/NIGP 99022/BO606444

1.0 PRICING:

Per specifications, pricing for security information management system repairs:

- 1.1 Labor, business hours (see §2.2): \$ 55.00/ per hr.
- 1.2 Labor, after hours (see §2.2): \$ 70.00 / per hr.
- 1.3 Labor, weekends and holidays (see §2.2): \$ 70.00/ per hr.
- 1.4 Materials, parts, components, etc., cost plus: 15 % (insert percentage)

Services outside the scope of this contract: \$ 75.00 / per hr.

Terms: NET 30

Vendor Number: W000002200 X

Telephone Number: 480/892-8688

Fax Number: 480/892-8689

Contact Person: Nick Micatotto

E-mail Address: nick.micatrotto@bensonsys.com

Company Web Site: www.bensonsys.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2009.**